

REMARKS

Claims 1-5, previously withdrawn in response to a restriction requirement, have been canceled. Claim 8 has also been canceled and part of the subject matter of claim 8 has been incorporated into claim 6. Claims 6 and 11-13 have been amended. New claims 15-17 have been added. Thus, claims 6-7 and 9-17 are currently pending.

Claims 6, 11, and 12 have been amended to incorporate the term “clinch” from claim 8, in place of the term “mechanical”, referring to the type of connection. Claim 12 has been amended to include the word “layer”, which had been inadvertently omitted. Claim 13 has been amended to recite that the reinforcing part is “for mounting a door”, that the destructible layer is “directly contacting” the wall and the reinforcing part, and that the mechanical connection “does not overlap with” the wall opening. All of the new and amended claims are fully supported by the original specification and no new matter is added.

The Examiner has objected to claim 12 for the inadvertent omission of the term “layer”. Applicant has amended claim 12 to correct this error.

Claims 11, 13, and 14 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. The Examiner argues that the phrase “outside of said wall opening” in claims 11 and 13 is vague and indefinite. To clarify these claims, Applicants have amended claims 11 and 13 to recite that the connection “does not overlap with” said wall opening.

Claims 6-9 and 11-13 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Ueda et al. (USP 6,471,313; hereinafter “Ueda”). However, in view of the amendments and arguments presented herein, Applicants respectfully submit that the rejections have been overcome and request reconsideration and withdrawal of the rejections.

Ueda does not disclose a wall and a reinforcing part being connected to each other by a clinch connection, as in claim 6. Indeed, the “sponge rubber sheet 51” of Ueda, which the Examiner likens to the claimed destructible layer, is unsuitable for use as a destructible layer between parts joined by a clinch connection, due to the relative thickness and flexibility of the sheet 51. In addition, the sponge rubber sheet 51 of Ueda is extremely flexible (it was chosen for its “good elasticity”, col. 8, line 11), as seen for example in Figure 22 of Ueda, in which the

engagement protrusions 22 stretch the sheet 51 rather than breaking it. The presence of this relatively thick, spongy, elastic material between the layers would prevent formation of the claimed clinch connection.

As for claim 12, Ueda fails to disclose a connection that does not pierce through the destructible layer where the destructible layer covers the wall opening. The rivets 15 clearly pierce through the sponge rubber sheet, as shown for example in Figure 24 of Ueda.

As for claim 13, Ueda does not disclose a reinforcing part for mounting a door, nor does Ueda disclose a destructible layer that is disposed between and directly contacts a wall and a reinforcing part as claimed. Instead, Ueda discloses a bent portion 12 that supports a decorative frame 6. The structures disclosed in Ueda would not be suitable for mounting a door, given the weight of the door as well as the high degree of torque to which the door and hinge are subjected during use. Among other deficiencies of the structures in Ueda, the presence of the sponge rubber sheet 51 between the layers would allow too much flexibility. While this arrangement might be sufficient to support decorative trim layers, it would not support a door as claimed.

Claims 6-10 and 13-14 stand rejected under 35 U.S.C. § 103(a) as being obvious over Jenkins et al. (USP 4,606,112; hereinafter "Jenkins") in view of Ueda. However, in view of the amendments and arguments presented herein, Applicants respectfully submit that the rejections have been overcome and request reconsideration and withdrawal of the rejections.

As discussed above, Ueda fails to disclose all of the claim limitations, including for example a clinch connection and a destructible layer that can be used with a reinforcing part for mounting a door. The combination of Jenkins and Ueda does not supply the deficiencies of Ueda alone. Jenkins, for example, does not teach use of a clinch connection, nor does Jenkins teach the use of a destructible material layer.

While the Examiner contends that the use of clinch-type connections is well known, the Examiner has failed to provide a reference to support this contention. Furthermore, the Examiner has not provided a reference showing the use of a material-deforming connection such as a clinch-type connection specifically in the context of a reinforcing part for mounting a door on a refrigerating appliance.

Contrary to the Examiner's assertion, clinch connections cannot always be used interchangeably with rivet connections. A clinch connection requires the layers that are going to be joined to be in close proximity to one another so that the layers properly interlock when they are deformed. As discussed above, the sponge rubber sheet 51 of Ueda would be incompatible with forming a clinch connection. Furthermore, clinching would not work where there are numerous layers and/or the layers are made of very thick metal, which is the case for Jenkins (see, e.g., Figure 4 of Jenkins). Thus, the combination of Jenkins and Ueda fails to teach or suggest using a clinch connection to attach a reinforcing part on a hollow body of a refrigerating appliance, where the reinforcing part is to attach a door.

Clinching the reinforcing part onto the wall, with a destructible layer in between, is a substantial and nonobvious improvement over the prior art. The inventive structure and technique allow for simpler, faster, and more reliable assembly of the components, while at the same time producing a hollow body or refrigerating appliance with suitable strength and rigidity for attachment of a door. Ueda, by contrast, does not teach an assembly that would be sufficient to support a door. Among other deficiencies, the structure of Jenkins does not include a destructible material layer and is much more complicated and costly to assemble than the structures described and claimed herein.

New claims 15 and 16 are allowable for at least the reason that they recite the mechanical connection being a clinch connection, which distinguishes over the art for at least the reasons discussed above. The remaining claims are allowable for at least the reason that they depend from an allowable claim.

CONCLUSION

In view of the above, entry of the present Amendment and allowance of the pending claims are respectfully requested. If the Examiner has any questions regarding this amendment, the Examiner is requested to contact the undersigned. If an extension of time for this paper is required, petition for extension is herewith made.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Craig J. Loest', is written over the printed name.

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